

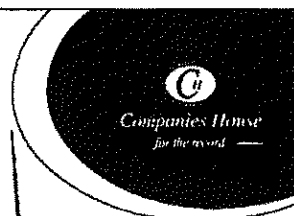
MG01s

Particulars of a charge created by a company
registered in Scotland.

COMPANIES HOUSE

SEE PAID

EDINBURGH



A fee is payable with this form.
We will not accept this form unless you send the correct fee.
Please see 'How to pay' on the last page.

☒ **What this form is for**
You may use this form to register
particulars of a charge created by a
Scottish company.

☐ **What this form is NOT for**
You cannot use this form to re-
particulars of a mortgage or c
created by a company in Engla
and Wales or Northern Ireland
this, please use form MG01.

FRIDAY



SCT

SRV4ZX7L

02/09/2011

1070

COMPANIES HOUSE

1 Company details

Company number S C 0 1 4 4 5 6

Company name in full WHYTE AND MACKAY LIMITED (the "Chargor")

For official use
75
→ Filling in this form
Please complete in typescript or in
bold black capitals.
All fields are mandatory unless
specified or indicated by *

2 Date of creation of charge

Date of creation d 2 d 2 m 0 m 8 y 2 y 0 y 1 y 1

3 Description

Please give a description of the instrument (if any) creating or evidencing the
charge e.g. 'Standard security', 'Floating charge' etc.

Description Security Agreement (Charge over Material IP Rights) between the Chargor and the Security Agent
(as defined below) (the "Charge")

4 Amount secured

Please give us details of the amount secured by the charge.

Amount secured

Secured Liabilities means all present and future obligations and
liabilities (whether actual or contingent and whether owed jointly or
severally or in any other capacity whatsoever) of each Obligor to any
Senior Creditor under each Senior Finance Document, except for any
obligation which, if it were so included, would result in the Charge
contravening section 678 or section 679 of the Companies Act 2006
(the "Secured Liabilities").

Continuation page
Please use a continuation page if
you need to enter more details.

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Mortgagee(s) or person(s) entitled to the charge

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge.

Name

Please see continuation page headed 'Short particulars of all the

Address

property charged'. 10/F York House, The Landmark,

15 Queen's Road Central, Hong Kong

Postcode

Name

Address

Postcode

Continuation page

Please use a continuation page if you need to enter more details.

6

Short particulars of all the property charged

Please give the short particulars of the property charged.

Continuation page

Please use a continuation page if you need to enter more details.

Short particulars

Please see continuation page entitled "Short particulars of all of the property charged".

Capitalised terms appearing in this Form MG01s and continuation pages shall have the meaning ascribed thereto under the heading DEFINITIONS on the continuation page entitled "Short particulars of all of the property charged".

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Statement, in the case of a floating charge, as to any restrictions on power to grant further securities and any ranking provision ①

The Chargor must not:

(a) create or permit to subsist any Security Interest or other third party rights or interests on or over any Security Asset; or

(b) sell, transfer, licence, lease, part with possession or otherwise dispose of any Security Asset,

except as allowed under or pursuant to the Finance Documents.

① In the case of a floating charge a statement should be given of (1) the restrictions, if any, on the power of the company to grant further securities ranking in priority to, or pari passu with the floating charge; and/or (2) the provisions, if any, regulating the order in which the floating charge shall rank with any other subsisting or future floating charges or fixed securities over the property which is the subject of the floating charge or any part of it.

Continuation page

Please use a continuation page if you need to enter more details.

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Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his:

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.

Commission allowance or discount

Nil

9

Delivery of instrument

A certified copy of the instrument, if any, creating or evidencing the charge, together with this form with the prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of the creation of the charge.

In the case of a charge created out of the United Kingdom (UK), comprising property situated outside the UK, within 21 days after the date on which the copy of the instrument creating it could, in due course of post, and if despatched with due diligence, have been received in the UK. Certified copies of any other documents relevant to the charge should also be delivered.

10

Signature

Please sign the form here.

Signature

Signature

X *John Scott for Brodie's LLP* X

Signature

This form must be signed by a person with an interest in the registration of the charge.

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Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name BS.MXM.RAB6.1

Company name Brodies LLP

Address 15 Atholl Crescent

Post town Edinburgh

Country/Region

Postcode E H 3 8 H A

Country United Kingdom

DX DX ED10

Telephone 0131 228 3777



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register.
- ☐ You have included a certified copy of the deed (if any) with this form.
- ☐ You have entered the date the charge was created.
- ☐ You have supplied the description of the instrument.
- ☐ You have given details of the amount secured by the chargee.
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge.
- ☐ You have entered the short particulars of all the property charged.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each charge.

Make cheques or postal orders payable to 'Companies House.'



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland:
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

For companies registered in Northern Ireland:
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG.
DX 481 N.R. Belfast 1.



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

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Particulars of a charge created by a company registered in Scotland

6	Short particulars of all the property charged
	Please give the short particulars of the property charged.
Short particulars	<p>MORTGAGEE OR PERSON ENTITLED TO THE CHARGE</p> <p>Coöperatieve Centrale Raiffeisen – Boerenleenbank B.A. (trading as Rabobank International), Hong Kong Branch as agent and trustee for the other Finance Parties (the "Security Agent")</p> <p>1. CREATION OF SECURITY</p> <p>1.1 General</p> <p>(a) All the security created under the Charge:</p> <p>(i) is created in favour of the Security Agent;</p> <p>(ii) is created over the Material IP Rights of the Chargor;</p> <p>(iii) is security for the payment of all the Secured Liabilities; and</p> <p>(iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.</p> <p>(b) If the rights of the Chargor under a document cannot be secured without the consent of a party to that document:</p> <p>(i) the Chargor must notify the Security Agent promptly;</p> <p>(ii) the Charge will secure all amounts which the Chargor may receive, or has received under that document but exclude the document itself; and</p> <p>(iii) unless the Security Agent otherwise requires, the Chargor must use reasonable endeavours to obtain the consent of the relevant party to that document being secured under the Charge.</p> <p>(c) The Security Agent holds the benefit of the Charge on trust for the Senior Creditors.</p> <p>1.2 Intellectual Property</p> <p>(a) The Chargor charged by way of a first fixed charge, all of its rights in respect of all of its Material IP Rights including without prejudice to the foregoing, the following:</p> <p>(i) any present or future right of the Chargor to sue for damages or any other remedy in respect of any past, present or future infringement by any person whatsoever of any Material IP Rights; and</p> <p>(ii) any present or future right of the Chargor to apply for, prosecute and obtain patent, registered design, registered copyright or any other registration or protection throughout the world in respect of any Material IP Rights.</p>

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Particulars of a charge created by a company registered in Scotland

6	Short particulars of all the property charged
Short particulars	<p>Please give the short particulars of the property charged.</p> <p>1.3 Floating Charge</p> <p>(a) The Chargor charged by way of a first floating charge all its Material IP Rights not at any time otherwise effectively charged by way of fixed charge under Clause 2 of the Charge.</p> <p>(b) Except as provided below, the Security Agent may by notice to the Chargor convert the floating charge created by subclause 2.3 of the Charge into a fixed charge as regards any of the Chargor's Material IP Rights specified in that notice, if:</p> <p>(i) an Event of Default is outstanding; or</p> <p>(ii) the Facility Agent acting in good faith considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.</p> <p>(c) The floating charge created by subclause 2.3 of the Charge may not be converted into a fixed charge solely by reason of:</p> <p>(i) the obtaining of a moratorium; or</p> <p>(ii) anything done with a view to obtaining a moratorium,</p> <p>under section 1A of the Insolvency Act 1986.</p> <p>(d) The floating charge created by subclause 2.3 of the Charge will automatically convert into a fixed charge over all of the Chargor's Material IP Rights is an administrator is appointed or the Security agent receives notice of an intention to appoint an administrator.</p> <p>(e) The floating charge created by subclause 2.3 of the Charge is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.</p> <p>1.4 Future Material IP Rights</p> <p>(a) Within 30 days of the end of each Financial Year, the Chargor shall review net sales on a per annum and per jurisdiction basis in respect of each asset, product, business or activity on, or in relation to, which any Intellectual Property is being used by the Chargor.</p> <p>(b) If any such asset, product, business or activity on, or in relation to, which any Intellectual Property is being used (which is not specified in Schedule 1 of the Charge) generates a net sales value of £100,000 or more (or its equivalent in any other currency or currencies) per annum in any one jurisdiction, then subject to the provisions of paragraph (b) of Clause 2.1 (General) of the Charge, the Chargor shall, not later than 60 days after the end of each Financial Year and at its own expense, secure by way of a first fixed charge all such Intellectual Property in favour of the Security Agent by execution of a supplemental agreement in the form provided for in the Schedule (Form of Supplemental Agreement) of the Charge (a Supplemental Agreement) together with all necessary corporate authorisations and documents and customary legal opinions.</p>

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Particulars of a charge created by a company registered in Scotland

6	Short particulars of all the property charged	
	Please give the short particulars of the property charged.	
Short particulars	<p>2. WHEN SECURITY BECOMES ENFORCEABLE</p> <p>2.1 Event of Default</p> <p>The Security will become immediately enforceable if an Event of Default is outstanding and the Security Agent gives notice to the Chargor that the Security is enforceable.</p> <p>2.2 Discretion</p> <p>After the Security has become enforceable, the Security Agent may in its absolute discretion enforce all or any part of the Security in any manner it sees fit or as the Majority Senior Creditors direct.</p> <p>3. RELEASE</p> <p>At the end of the Security Period, the Security Agent must, at the request and cost of the Chargor, take whatever action is necessary to release the Security Assets from the Security.</p> <p>DEFINITIONS</p> <p>In this Form MG01s and continuation pages the following words shall have the following meanings:</p> <p>"Accession Agreement" means an agreement, substantially in the form set out in Schedule 8 (Form of Accession Agreement) of the Facility Agreement, with such amendments as the Facility Agent and the Borrower may agree.</p> <p>"Additional Guarantor" means a member of the Group which becomes a Guarantor in accordance with Clause 28.7 (Additional Guarantors) of the Facility Agreement.</p> <p>"Administrative Party" means an Arranger, the Facility Agent or the Security Agent.</p> <p>"Arrangers" means Coöperatieve Centrale Raiffeisen – Boerenleenbank B.A. (trading as Rabobank International), Hong Kong Branch; Standard Chartered Bank, State Bank of India and ICICI Bank Limited, Singapore Branch as mandated lead arrangers.</p> <p>"Borrower" means USL Holdings (UK) Limited (registered number 06127302).</p> <p>"Event of Default" means an event specified as such in clause 21 (Default) of the Facility Agreement.</p> <p>"Existing Facility Agreement" means the £355,000,000 credit facility agreement dated 28 September 2007 between, among others, United Spirits (Great Britain) Limited, Whyte and Mackay Group Limited, ICICI Bank UK Plc, Bank of Scotland Plc, ICICI Bank Canada, ICICI Bank, Singapore Branch and ICICI Bank Eurasia.</p>	

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Particulars of a charge created by a company registered in Scotland

6	Short particulars of all the property charged	
	Please give the short particulars of the property charged.	
Short particulars	<p>"Existing Hedging Agreement" means any master agreement, confirmation, schedule or other agreement, entered into by the Existing Hedging Banks with United Spirits (Great Britain) Limited or Whyte and Mackay Group Limited for hedging liabilities and/or risks in connection with the Existing Facility Agreement.</p> <p>"Existing Hedging Bank" means a counterparty to any Existing Hedging Agreement which is or has become a party to the Intercreditor Agreement as an "Existing Hedging Bank" in accordance with the provisions of the Intercreditor Agreement.</p> <p>"Facilities" means a credit facility made available under the Facility Agreement.</p> <p>"Facility Agent" means Coöperatieve Centrale Raiffeisen – Boerenleenbank B.A. (trading as Rabobank International), Hong Kong Branch.</p> <p>"Facility Agreement" means the £370,000,000 facilities agreement dated 25 July 2011 between, among others, the Original Obligors, the Original Lenders, the Facility Agent and the Security Agent.</p> <p>"Fee Letter" means:</p> <p>(a) any letter or letters dated on or about the date of the Facility Agreement between one or more Administrative Parties and the Borrower setting out any of the fees referred to in the Facility Agreement; and</p> <p>(b) any agreement setting out any fees payable to a Finance Party referred to in the Facility Agreement or under any Finance Document.</p> <p>"Finance Document" means:</p> <p>(a) the Facility Agreement;</p> <p>(b) the Mandate Letter;</p> <p>(c) the Intercreditor Agreement;</p> <p>(d) the Indian Security Trust Agreement;</p> <p>(e) any Security Document;</p> <p>(f) any Fee Letter;</p> <p>(g) any Accession Agreement;</p> <p>(h) and Existing Hedging Agreement;</p> <p>(i) any New Hedging Agreement; or</p> <p>(j) any other document designated as a "Finance Document" by the Facility Agent and the Borrower.</p>	

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Particulars of a charge created by a company registered in Scotland

6	Short particulars of all the property charged
	Please give the short particulars of the property charged.
Short particulars	<p>"Finance Party" means a Lender, an Administrative Party, the Indian Security Trustee, an Existing Hedging Bank or a New Hedging Bank.</p> <p>"Financial Year" means each financial year of each member of the Group.</p> <p>"Group" means USL and its Subsidiaries.</p> <p>"Guarantor" means an Original Guarantor or an Additional Guarantor.</p> <p>"Indian Security Trust Agreement" means an agreement entered into or to be entered into between, among others, the Borrower, USL, the Finance Parties and the Indian Security Trustee in relation to the appointment of the Indian Security Trustee.</p> <p>"Indian Security Trustee" means Unit Trust of India Investment Advisory Services Limited.</p> <p>"Intellectual Property" means:</p> <p>(a) any patents, trade marks, brands, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, trade secrets, knowhow and other Intellectual Property and equivalent interests or rights, whether registered or unregistered; and</p> <p>(b) the benefit of all applications and rights to use such assets listed in paragraph (a) above of each member of the Group.</p> <p>"Intercreditor Agreement" means:</p> <p>(a) the intercreditor agreement dated on 28 July 2011, and made between, among others, the Original Obligors, the Original Lenders, the Security Agent, the Facility Agent and the Existing Hedging Banks; and</p> <p>(b) any intercreditor agreement or (as applicable) ranking agreement to be entered into by the trustee of the W&M Pensions Scheme in accordance with clause 20.24 (Pension schemes) of the Facility Agreement.</p> <p>"Lender" means:</p> <p>(a) any Original Lender; and</p> <p>(b) any bank, financial institution, trust, fund or other entity which has become a party as a Lender in accordance with Clause 28 (changes to the Parties) of the Facility Agreement,</p> <p>which in each case has not ceased to be a Lender in accordance with the terms of the Facility Agreement.</p>

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Particulars of a charge created by a company registered in Scotland

6	Short particulars of all the property charged	
	Please give the short particulars of the property charged.	
Short particulars	<p>"Majority Senior Creditors" has the meaning given to it in the Intercreditor Agreement.</p> <p>"Mandate Letter" means the mandate letter dated 10 March 2011 as amended and restated by a supplemental mandate letter dated 8 April 2011 between, among others, the Arrangers and the Borrower.</p> <p>"Material IP Rights" means any Intellectual Property which relates to the assets, business or activities of any member of the Whyte and Mackay Group where such assets, business or activities, directly or indirectly, generate a net sales value of £100,000 or more (or its equivalent in any other currency or currencies) per annum in a jurisdiction: (i) as listed in Schedule 1 (Material IP Rights) of the Charge and replicated on Paper Apart 1 to this Form MG01s; and (ii) any other Intellectual Property that qualifies as Material IP Rights in accordance with paragraph (i) above and which are charged by the Chargor in favour of the Security Agent in accordance with Clause 13.2 (Future Material IP Rights) of the Charge.</p> <p>"New Hedging Agreement" means any master agreement, confirmation, schedule or other agreement entered into or to be entered into by a New Hedging Bank with an Obligor for hedging liabilities and/or risks in connection with the Facilities.</p> <p>"New Hedging Bank" means any person which is or has become, a party to the Intercreditor Agreement as a "New Hedging Bank" in accordance with the provisions of the Intercreditor Agreement.</p> <p>"Obligor" means the Borrower, a Guarantor or any member of the Group that creates or expresses to create security under any Security Document.</p> <p>"Original Guarantor" means each of the entities listed in Schedule 1 of the Facility Agreement.</p> <p>"Original Lender" means each of the entities listed in Schedule 1 of the Facility Agreement.</p> <p>"Original Obligor" means the Borrower, an Original Guarantor or USL Holdings.</p> <p>"Security" means any Security Interest created, evidenced or conferred under the Charge.</p> <p>"Security Assets" means the Material IP Rights that are the subject of any security created by the Charge.</p> <p>"Security Document" means:</p> <p>(a) each document referred to under the heading "Security Documents" in Schedule 3 (Conditions Subsequent) of the Facility Agreement;</p> <p>(b) each Supplemental Stock Pledge Agreement; and</p> <p>(c) any other document evidencing or creating security to secure any obligation of any Obligor to a Finance Party under the Finance Documents.</p>	

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Particulars of a charge created by a company registered in Scotland

6	<p>Short particulars of all the property charged</p> <p>Please give the short particulars of the property charged.</p>
Short particulars	<p>"Security Interest" means any mortgage, standard security, pledge, lien, charge, assignment, assignation in security, hypothecation or security interest or any other agreement or arrangement having a similar effect.</p> <p>"Security Period" means the period beginning on the date of the Charge and ending on the Senior Debt Discharge Date.</p> <p>"Senior Creditor" has the meaning given to it in the Intercreditor Agreement.</p> <p>"Senior Debt Discharge Date" has the meaning given to it in the Intercreditor Agreement.</p> <p>"Senior Finance Document" means a Finance Document as defined in the Facility Agreement.</p> <p>"Stock Pledge Agreement" means the stock pledge agreement entered into or to be entered into among Whyte and Mackay Limited, Whyte and Mackay Warehousing Limited and the Security Agent.</p> <p>"Subsidiary" means an entity of which a person has direct or indirect control or owns directly or indirectly more than 50 per cent of the voting capital or similar right of ownership, and control for this purpose means the power to direct the management and the policies of the entity whether through the ownership of voting capital, by contract or otherwise.</p> <p>"Supplemental Stock Pledge Agreement" shall have the meaning given to it in the Stock Pledge Agreement.</p> <p>"USL" means United Spirits Limited, a company incorporated under the laws of India with company number L01551KA1999PLC024991 and having its registered office at UB Tower, 24 Vittal Mallya Road, UB City, Bangalore- 560 001, Karnataka, India.</p> <p>"USL Holdings" means USL Holdings Limited, a BVI Business Company incorporated under the laws of the British Virgin Islands (registered number 1385373).</p> <p>"W&M Pensions Scheme" means the Whyte and Mackay Pensions Scheme.</p> <p>"Whyte and Mackay Group" means Whyte and Mackay Group Limited and its Subsidiaries.</p> <p>Any capitalised term appearing in this Form MG01s and continuation pages and not defined shall have the meaning given to it in the Charge, the Facility Agreement or the Intercreditor Agreement (as applicable).</p>



WHYTE AND MACKAY LIMITED (SC014456)


PAPER APART 1 TO FORM MG01s re: Security Agreement (Charge over Material IP Rights) (the "Charge")

Short particulars of all of the property charged continued

LIST OF MATERIAL IP RIGHTS ANNEXED AT SCHEDULE 1 TO THE CHARGE

CLAYMORE

Reg. No.	Mark	Category	Proprietor	Country	Class(es)	Status	Filing Date	Renewal Date	App. No.	File No.
788783	CLAYMORE	Chinese Characters	Whyte and Mackay Limited	China	33	REGISTERED		06/11/2015		33292A
002168318	CLAYMORE	Word	Whyte and Mackay Limited	European Community	25 33 35	REGISTERED	03/04/2001	03/04/2021	002168318	CL100-
796055	CLAYMORE	Word	Whyte and Mackay Limited	Germany	33	REGISTERED	05/09/1963	05/09/2013	2154033	CL110-
108974	CLAYMORE	Word	Whyte and Mackay Limited	Lebanon	33	REGISTERED		21/02/2022	57286	CL138-
151505	CLAYMORE	Word	Whyte and Mackay Limited	United Kingdom	33	REGISTERED	30/10/1890	30/10/2012	151505	CL133-
780925		Label	Whyte and Mackay Limited	China	33	REGISTERED		06/10/2015	780925	33682J
1077696		Label	Whyte and Mackay Limited	Germany	33	REGISTERED	15/11/1984	15/11/2014	3315233WZ	33293E


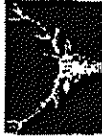

Reg. No.	Mark	Category	Proprietor	Country	Class(es)	Status	Filing Date	Renewal Date	App. No.	File No.
1354635		Label	Whyte and Mackay Limited	United Kingdom	32 33	REGISTERED	12/08/1988	12/08/2015		33293-

CLUNY




Mark	Category	Proprietor	Country	Class(es)	Status	Filing Date	Renewal Date	App. No.	Reg. No.	File No.
CLUNY	Word	Whyte and Mackay Limited	European Community	32 33	REGISTERED	22/07/2004	22/07/2014	003946696	003946696	OC169-
CLUNY	Word	Kyndal Spirits Limited	Sweden	33	REGISTERED	02/04/1991	08/05/2012	91-2877	234327	OC151-
CLUNY	Word	Kyndal Spirits Limited	United States	33	REGISTERED	14/11/2005	10/04/2012	78/753323	3227047	101001 US.01
	Label	Whyte and Mackay Limited	United States	33	REGISTERED	06/12/1965	25/07/2017	72/237634	0832757	02965A






DALMORE

Mark	Category	Proprietor	Country	Class(es)	Status	Filing Date	Renewal Date	App. No.	Reg. No.	File No.
DALMORE	Word	Whyte and Mackay Limited	Canada	(33)	REGISTERED	14/03/2001	07/01/2012	042831	008161	DA114-
DALMORE	Word	Whyte and Mackay Limited	European Community	25 33 35	REGISTERED	07/10/2002	14/03/2021	002141356	002141356	DA106-
THE DALMORE BLACK ISLE	Words	Whyte and Mackay Limited	European Community	16 33 35	REGISTERED	31/07/1968	07/10/2012	002887339	002887339	32688A
DALMORE	Word	Whyte and Mackay Limited	France	33	REGISTERED	23/08/1968	11/07/2018		1476948	DA117-
	Device	Whyte and Mackay Limited	France	33	REGISTERED	23/08/1968	29/03/2018	1458280	1458280	33435A


Mark	Category	Proprietor	Country	Class(es)	Status	Filing Date	Renewal Date	App. No.	Reg. No.	File No.
	Device	Whyte and Mackay Limited	United Kingdom	33	REGISTERED	03/03/1994	03/03/2011	1564006	1564006	T33471-
	Word	Whyte and Mackay Limited	Russia	33	REGISTERED	07/08/2008	07/08/2018	2008725223	396922	DA141.RU.01
DALMORE	Word	Whyte and Mackay Limited	Singapore	33	REGISTERED	05/07/2007	05/07/2017	T0714978J	T0714978J	DA140.SG.01
DALMORE	Word	JBB (Greater Europe) PLC	South Korea	6 (33)	REGISTERED		22/11/2014		302344	DA110-
DALMORE	Word	Whyte and Mackay Limited	Taiwan	17 (33)	REGISTERED		15/06/2014		645599	DA125-
達多	Chinese Characters	Whyte and Mackay Limited	Taiwan	33	REGISTERED		15/06/2014		794073	33678A
DALMORE	Word	Whyte and Mackay Limited	United States	33	REGISTERED	05/07/1960	28/03/2021	72/100274	0713269	DA107-
	Device	Whyte and Mackay Limited	United States	33	REGISTERED	02/05/1990	24/09/2011	74/054909	1658463	32889A

DOUBLE LION DEVICE

Mark	Category	Proprietor	Country	Class(es)	Status	Filing Date	Renewal Date	App. No.	Reg. No.	File No.
	Words and Device	Whyte and Mackay Limited	Canada	(33)	REGISTERED	17/04/1996	18/03/2012	810177	472962	DB102-
	Label	Whyte and Mackay Limited	Canada	(33)	REGISTERED	12/12/1997	07/10/2014	863962	517684	DQ110-
	Words and Device	Whyte and Mackay Limited	France	33	REGISTERED	27/02/1979	23/02/2019		1516357	DB119-

Mark	Category	Proprietor	Country	Class(es)	Status	Filing Date	Renewal Date	App. No.	Reg. No.	File No.
	Label	Kyndal Spirits Limited	International designating France, Germany and Russia	33	REGISTERED			686416	686416	0Q154-
	Words and Device	Whyte and Mackay Limited	United Kingdom	33	REGISTERED	03/03/1973	03/03/2018	1007510	1007510	DB100-
	Label	Whyte and Mackay Limited	United Kingdom	33	REGISTERED	17/12/1997	17/12/2017	2154748	2154748	0Q100-
	Words and Device	JBB (Greater Europe) PLC	Venezuela	49 (33)	REGISTERED	08/03/1983	08/03/2018		101659F	DB115-
	Label	JBB (Greater Europe) PLC	Venezuela	33	REGISTERED	03/02/1998	17/08/2010	1778-98	P222633	0Q149-
DOUBLE LION	Words	Whyte and Mackay Limited	United Kingdom	33	REGISTERED	22/05/1987	22/05/2018	1311128	1311128	33200-

GLAYVA

Mark	Category	Proprietor	Country	Class(es)	Status	Filing Date	Renewal Date	App. No.	Reg. No.	File No.
GLAYVA	Word	Whyte and Mackay Limited	Australia	33	REGISTERED	08/10/1985	08/10/2016	434378	434378	0P101-
GLAYVA	Word	Whyte and Mackay Limited	Canada	(33)	REGISTERED	28/01/1983	17/02/2014	497983	287937	0P104-
GLAYVA	Word	Whyte and Mackay Limited	European Community	25 33 35	REGISTERED	03/04/2001	03/04/2021	002168557	002168557	0P127-
GLAYVA	Word	Whyte and Mackay Limited	New Zealand	33	REGISTERED	18/09/1985	18/09/2016	161066	161066	0P110-
GLAYVA	Word	Whyte and Mackay Limited	United Kingdom	33	REGISTERED	30/12/1982	30/12/2013	1187774	1187774	0P100-
GLAYVA	Word	Whyte and Mackay Limited	International registration designating - United States	33	REGISTERED	15/07/2010	08/03/2016	1050159	1050159	0P141.US.01
	Word and Device	Whyte and Mackay Limited	Australia	33	REGISTERED	14/01/1952	14/01/2018	0108689	0108689	04164A
GLAYVA. INDEPENDENTLY	Words	Whyte and Mackay Limited	United Kingdom	33	REGISTERED	30/03/2009	30/03/2019	2512427A	2512427A	110286.GB.01

Mark	Category	Proprietor	Country	Class(es)	Status	Filing Date	Renewal Date	App. No.	Reg. No.	File No.
VOTED THE BEST LIQUEUR IN THE WORLD	Series of Marks	Whyte and Mackay Limited	United Kingdom	33	REGISTERED	30/03/2009	30/03/2019	2512427B	2512427B	110719.GB.01
GLAYVA. INDEPENDENTLY VOTED THE BEST LIQUEUR IN THE WORLD 5 TIMES	Words	Whyte and Mackay Limited	International registration designating - Australia, Community and United States	33	REGISTERED	15/07/2010		1047999	1047999	110720.AU.01
GLAYVA. THE BEST LIQUEUR IN THE WORLD	Words	Whyte and Mackay Limited	Canada	33	PENDING	19/07/2010		1489062		110720.CA.01
GLAYVA. THE BEST LIQUEUR IN THE WORLD	Words	Whyte and Mackay Limited	New Zealand	33	REGISTERED	16/07/2010	16/07/2020	827364	827364	110720.NZ.01
GLAYVA. THE BEST LIQUEUR IN THE WORLD	Words	Whyte and Mackay Limited	United Kingdom	33	REGISTERED	30/03/2009	30/03/2019	2512427C	2512427C	110720.GB.01


GLENFOYLE

Mark	Category	Proprietor	Country	Class(es)	Status	Filing Date	Renewal Date	App. No.	Reg. No.	File No.
GLENFOYLE	Word	Whyte and Mackay Limited	European Community	32 33	REGISTERED	14/09/2007	14/09/2017	006279781	006279781	04087.EM.01


HIGHLAND PRIDE

Mark	Category	Proprietor	Country	Class(es)	Status	Filing Date	Renewal Date	App. No.	Reg. No.	File No.
HIGHLAND PRIDE	Words	Whyte and Mackay Limited	European Community	25 33 35	REGISTERED	17/12/2001	17/12/2011	002513497	002513497	04098Q

INVERNESS CREAM

Mark	Category	Proprietor	Country	Class(es)	Status	Filing Date	Renewal Date	App. No.	Reg. No.	File No.
	Label	Whyte and Mackay Limited	Norway	33	REGISTERED	22/11/1974	24/07/2015	0094472	0094472	04103B

JOHN BARR

Mark	Category	Proprietor	Country	Class(es)	Status	Filing Date	Renewal Date	App. No.	Reg. No.	File No.
JOHN BARR	Stylised Words	Whyte and Mackay Limited	Ecuador	33	REGISTERED	27/01/1995	15/07/2016	53888	269-96	32653C
JOHN BARR	Words	Whyte and Mackay Limited	Ecuador	33	REGISTERED	13/10/2006	07/08/2017	176589	5654-07	32679.EC.01
JOHN BARR	Words	Whyte and Mackay Limited	Taiwan	33	REGISTERED	12/10/2006	30/06/2017	095051180	1269387	32679.TW.01
JOHN BARR	Words	Whyte and Mackay Limited	United Kingdom	33	REGISTERED	26/05/1982	26/05/2013	1175679	1175679	132679-
JOHN BARR	Words	Whyte and Mackay Limited	United States	33	PENDING	09/02/2010		77/931913		32679.US.01
	Stylised Words	Whyte and Mackay Limited	United States	33	REGISTERED	22/02/1994	19/09/2015	74/492766	1920061	32653D
JOHN BARR. THE BEST SCOTCH WHISKY, BARR NONE	Words	Whyte and Mackay Limited	United States	33	PENDING	10/01/2011		85/213821		117345.US.01


JURA

Mark	Category	Proprietor	Country	Class(es)	Status	Filing Date	Renewal Date	App. No.	Reg. No.	File No.
ISLE OF JURA	Words	Kyndal Spirits Limited	Benelux	33	REGISTERED	07/02/1975	07/02/2015	607278	330693	01102-
ISLE OF JURA	Words	Whyte and Mackay Limited	Canada	(33)	REGISTERED	30/04/1979	23/05/2025	438980	245323	01103-
ISLE OF JURA	Words	Whyte and Mackay Limited	European Community	33	REGISTERED	13/03/2001	13/03/2021	002141299	002141299	01137-
ISLE OF JURA	Words	Whyte and Mackay Limited	France	33	REGISTERED	05/02/1975	23/01/2015	728771	1310489	01105-
ISLE OF JURA	Words	Whyte and Mackay Limited	Germany	33	REGISTERED	02/01/1975	01/02/2015	943325	943325	01106-

11304667v1

Mark	Category	Proprietor	Country	Class(es)	Status	Filing Date	Renewal Date	App. No.	Reg. No.	Filing No.
ISLE OF JURA	Words	Whyte and Mackay Limited	Italy	33	REGISTERED	07/03/1995	18/02/2015	724475	1157880	01109-
ISLE OF JURA	Words	Whyte and Mackay Limited	United Kingdom	33	REGISTERED	21/07/1972	21/07/2017	995554	995554	T01100-
ISLE OF JURA	Words	Whyte and Mackay Limited	United States	33	REGISTERED	02/02/1996	25/02/2017	75/052421	2040242	01135-
ISLE OF JURA SUPERSTITITION	Words	Whyte and Mackay Limited	European Community	16 33 35	REGISTERED	27/09/2002	27/09/2012	002875664	002875664	32687A
ISLE OF JURA SUPERSTITITION	Words	Whyte and Mackay Limited	United States	33	REGISTERED	31/10/2002	28/02/2016	76/465309	3064066	32687B
JURA	Word	Whyte and Mackay Limited	European Community	33	REGISTERED	06/05/2005	06/05/2015	004428058	004428058	06601B
JURA	Word	Whyte and Mackay Limited	Italy	33	REGISTERED	27/04/1989	27/04/2019	8920258	0001253138	06601A


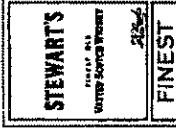
MACKINLAY'S

Mark	Category	Proprietor	Country	Class(es)	Status	Filing Date	Renewal Date	App. No.	Reg. No.	Filing No.
MACKINLAY	Word	Whyte and Mackay Limited	European Community	33	REGISTERED	08/06/2004	08/06/2014	003876505	003876505	0Y141-
MACKINLAY'S	Word	Whyte and Mackay Limited	European Community	32 33	REGISTERED	10/10/2006	10/10/2016	005371125	005371125	0M203.EM.01
	Label	Whyte and Mackay Limited	European Community	32 33	REGISTERED	27/09/2006	27/09/2016	005340005	005340005	48239.EM.01
MACKINLAY'S: WORTH THE WAIT	Words	Whyte and Mackay Limited	European Community	33	PENDING	09/02/2011		009722026		119313.EM.01



OLD MULL


Mark	Category	Proprietor	Country	Class(es)	Status	Filing Date	Renewal Date	App. No.	Reg. No.	Filing No.
OLD MULL	Words	Whyte and Mackay Limited	South Africa	33	REGISTERED	06/03/1991	06/03/2021		91/1527	32885H
OLD MULL	Words and Device	Whyte and Mackay Limited	South Africa	33	REGISTERED	29/04/1992	29/04/2012		92/3561	33457A

STEWART'S


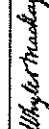
Mark	Category	Proprietor	Country	Class(es)	Status	Filing Date	Renewal Date	App. No.	Reg. No.	File No.
STEWART'S	Word	Whyte and Mackay Limited	European Community	32 33	REGISTERED	18/09/2003	18/09/2013	003358322	003358322	35174-
	Label	Whyte and Mackay Limited	Sweden	33	REGISTERED	18/01/1983	30/09/2013	8300293	188391	326818
	Label	Whyte and Mackay Limited	Sweden	33	REGISTERED		14/01/2014		254446	32681F






VLADIVAR


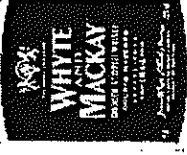





Mark	Category	Proprietor	Country	Class(es)	Status	Filing Date	Renewal Date	App. No.	Reg. No.	File No.
VLADIVAR	Word	Whyte and Mackay Limited	European Community	25 33 35	REGISTERED	03/04/2001	03/04/2011	002168367	002168367	VL102-
VLADIVAR	Word	Whyte and Mackay Limited	United Kingdom	34	REGISTERED	21/03/1979	21/03/2020	1111449	1111449	VL100-
VLADIVAR	Word	Whyte and Mackay Limited	United Kingdom	33	REGISTERED	16/05/1961	16/05/2016	820861	820861	VL101-
	Colour Label, Series of Marks	Whyte and Mackay Limited	United Kingdom	33	REGISTERED	12/05/2008	12/05/2018	2487275	2487275	106377.GB.01
VLADIVAR ICE	Words	Whyte and Mackay Limited	United Kingdom	33	REGISTERED	29/11/2002	29/11/2012	2317164	2317164	32832-
	Label	Whyte and Mackay Limited	United Kingdom	34	REGISTERED	21/03/1979	21/03/2020	1111450	1111450	33236-




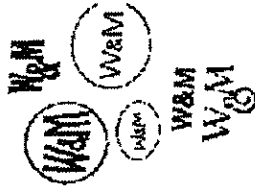
Mark	Category	Proprietor	Country	Class(es)	Status	Filing Date	Renewal Date	App. No.	Reg. No.	File No.
	Label	Whyte and Mackay Limited	United Kingdom	33	REGISTERED	20/07/1979	20/07/2020	1117918	1117918	33235-

WHYTE & MACKAY

Mark	Category	Proprietor	Country	Class(es)	Status	Filing Date	Renewal Date	App. No.	Reg. No.	File No.
WHYTE & MACKAY	Words	Whyte and Mackay Limited	Canada	(33)	REGISTERED	16/04/1991	09/10/2022	679800	403570	WM107-
WHYTE & MACKAY	Words	Whyte and Mackay Limited	European Community	25 33 35	REGISTERED	14/03/2001	14/03/2021	002141026	002141026	WM140-
WHYTE & MACKAY	Words	Whyte and Mackay Limited	India	33	REGISTERED	19/07/2007	19/07/2017	1580470	1580470	WM147.IN.01
WHYTE & MACKAY	Words	Whyte and Mackay Limited	India	9 30	PENDING	08/03/2010		01932045		WM153.IN.01
WHYTE & MACKAY	Words	Whyte and Mackay Limited	Iraq	33	REGISTERED		22/03/2015		31853	WM118-
WHYTE & MACKAY	Words	Whyte and Mackay Limited	Japan	33	REGISTERED	25/10/1985	29/08/2018	60-107458	2069882	WM122-
WHYTE & MACKAY	Words	Whyte and Mackay Limited	Nigeria	33	PENDING	25/03/2008		F/TM/2008/2022		WM149.NG.01
WHYTE & MACKAY	Words	Whyte and Mackay Limited	Russia	33	REGISTERED	28/04/2009	28/04/2019	2009709700	407039	WM150.RU.01
WHYTE & MACKAY	Words	Whyte and Mackay Limited	Venezuela	33	REGISTERED	06/03/2006	30/11/2016	4333-06	P-275378	WM145-
	Series of Marks	Whyte and Mackay Limited	United Kingdom	33	REGISTERED	13/11/1991	13/11/2018	1482559	1482559	33439-
	Stylised Words	Whyte and Mackay Limited	United Kingdom	33	REGISTERED	04/01/1908	04/01/2016	299287	299287	33475-

Mark	Category	Proprietor	Country	Glass(es)	Status	Filing Date	Renewal Date	App. No.	Reg. No.	Filing No.
	Label	Whyte and Mackay Limited	Canada	(33)	REGISTERED	12/12/1997	07/10/2014	863961	517883	00139-
	Label	Kyndal Spirits Limited	International registration designating - France, Germany, Russia	33	REGISTERED			686408	686408	00132-
	Label	JBB (Greater Europe) PLC	Nigeria	33	PENDING	22/12/1997		34471/97		00106-
	Label	Whyte and Mackay Limited	United Kingdom	33	REGISTERED	17/12/1997	17/12/2017		2154751	00100-
	Label	JBB (Greater Europe) PLC	Venezuela	33	REGISTERED	03/02/1998	17/08/2010	1779/98	P222634	00112-

Mark	Category	Proprietor	Country	Class(es)	Status	Filing Date	Renewal Date	App. No.	Reg. No.	File No.
	Label	Whyte and Mackay Limited	European Community	33	REGISTERED	18/09/2003	18/09/2013	003359395	003359395	T336398
	Label	Whyte and Mackay Limited	United Kingdom	33	REGISTERED	22/05/2003	22/05/2013	2333023	2333023	T33639-
	Colour Label, Series of Marks	Whyte and Mackay Limited	United Kingdom	33	REGISTERED	18/04/2008	18/04/2018	2485309	2485309	106072.GB.01
	Colour Label	Whyte and Mackay Limited	India	33	PENDING	23/06/2009		1832270		110729.IN.01
	Colour Label, Series of Marks	Whyte and Mackay Limited	United Kingdom	33	REGISTERED	18/03/2008	18/03/2018	2482663	2482663	105619.GB.01
	Colour Label, Series of Marks	Whyte and Mackay Limited	United Kingdom	33	REGISTERED	18/04/2008	18/04/2018	2485310	2485310	106071.GB.01
	Label	Whyte and Mackay Limited	European Community	32 33	REGISTERED	16/01/2006	16/01/2016	004838967	004838967	44078A

Mark	Category	Proprietor	Country	Class(es)	Status	Filing Date	Renewal Date	App. No.	Reg. No.	File No.
	Colour Label, Series of Marks	Whyte and Mackay Limited	United Kingdom	33	REGISTERED	17/01/2006	17/01/2016	2411263	2411263	44078-
										
	Label	Whyte and Mackay Limited	India	33	REGISTERED	19/07/2007	19/07/2017	1580471	1580471	44078.IN.01
	Logo	Whyte and Mackay Limited	United Kingdom	33	REGISTERED	09/10/1987	09/10/2008	1323789	1323789	T33438-
WHYTE & MACKAYS	Words	Whyte and Mackay Limited	Australia	33	REGISTERED	16/07/1964	16/07/2019	188959	188959	33129D
WHYTE AND MACKAY	Words	Whyte and Mackay Limited	Australia	33	REGISTERED	29/09/2004	29/09/2014	1022861	1022861	38375F
WHYTE AND MACKAY	Words	Whyte and Mackay Limited	Indonesia	33	REGISTERED	23/09/2004	23/09/2014	D0020042847028711	M000073777	38375A
WHYTE AND MACKAY	Words	Whyte and Mackay Limited	Vietnam	33	REGISTERED	04/10/2004	04/10/2014	4-2004-10555	71715	38375C



FILE COPY

**CERTIFICATE OF THE REGISTRATION
OF A CHARGE**

**COMPANY NO. 14456
CHARGE NO. 75**

**I HEREBY CERTIFY THAT A CHARGE CREATED BY WHYTE
AND MACKAY LIMITED**

ON 22 AUGUST 2011

FOR SECURING ALL SUMS DUE OR TO BECOME DUE

**IN FAVOUR OF COOPERATIEVE CENTRALE RAIFFEISEN-
BOERENLEENBANK B.A.**

**WAS DELIVERED PURSUANT TO SECTION 878 OF THE
COMPANIES ACT 2006 ON 2 SEPTEMBER 2011**

**GIVEN AT COMPANIES HOUSE, EDINBURGH 5 SEPTEMBER
2011**

